

## **Amendment 222** **Contract No. 229944**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 222 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18<sup>th</sup> day of November, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to include the software package provided by INIT (NxMdtClient 1.17 – SEA-03026 DC5000 – Third Party Software Development Compliance Form v3.0) in Maintenance Release (MR) 20. INIT is King County Metro's (KCM) vendor. This work is more fully described in CR-072370 *KCM INIT File v3.0*.
- C. The Parties agree that the Work necessary to complete the software update and associated documentation for the Agency will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the Work necessary to:

(a) Implement the specified software package, provided by INIT, in Maintenance Release 20. This software package is identified as "NxMdtClient 1.17 – SEA-03026 DC5000 – Third Party Software Development Compliance Form v3.0".

### **Section 2.0 Schedule**

2.1 The Contractor will perform this Work in Maintenance Release 20. The Work will start on October 31, 2012 and be completed no later than November 15, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 3.0 Compensation Changes**

3.1 The lump sum amount agreed to in Section 3.0 is agreed upon by the Parties in the interest of avoiding disputes, including disputes over the number of hours, the rates applied and whether certain types of hours are compensable. The Parties have agreed, without any admissions or concessions but in the interests of compromise and settlement, that the above amount is the full amount due for any and all work added by this Amendment. Provided, however, the Parties further agree that this compromise and settlement does not apply to, and shall not be construed as a controlling precedent for any other Change Orders or Amendments.

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION SPECIAL PROGRAMS

LUMP SUM COST
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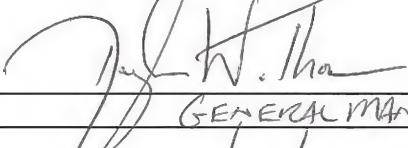
To perform the Work necessary to include the KCM OBS specified INIT software file in MR20.	
<b>TOTAL</b>	<b>\$6,189</b>

### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Twenty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By:   
Its: Jay H. Ihm  
GENERAL MANAGER  
Date: 11/15/12

The Agencies

By: Candace Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: November 18, 2012